

MAR 26 1984

Shell Oil Company



IL-178-16

P. O. Box 262
Wood River, IL 62095

March 22, 1984

EPA Region 5 Records Ctr.



379843

Mr. Dan Cozza
Ecology and Environment, Inc.
223 West Jackson Blvd.
Chicago, IL 60606

Dear Mr. Cozza:

This letter is further to your recent request to schedule a date for a field investigation at the Wood River Manufacturing Complex. We had tentatively set a date of April 4, 1984. This date is still valid from our perspective and we will assume it. Please ask for Mr. J. N. Brewster when you arrive and he will serve as your main contact point.

As part of the visit we request you and U.S.EPA complete the attached "Memorandum on Confidential Treatment of Certain Information...". Two copies of the agreement are enclosed. Please have the original signed and return it along with a copy. This agreement imposes no additional requirements beyond those in the statutes and regulations or in your contract with U.S.EPA. This "Memorandum" is based on the prototype published by the U.S.EPA in the Federal Register (49 FR 2942, January 24, 1984).

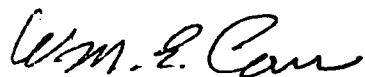
Our plant entry procedures include a sign-in log for all visitors. A copy of the log is attached. If any pictures are required as a part of the site inspection, we request you follow our existing policy. We will provide a photographer, take the photographs you request, and provide you copies for use in accordance with our release provisions.

We also request that Shell be provided split samples for our own analyses if any sampling is required as part of the site inspection.

We will require that you observe our internal safety rules while within the plant. Some important general rules we want to point out are: a) no smoking within the plant, b) hard hats must be worn at all times within plant, c) safety goggles must be worn in designated areas, d) maximum speed limit in the complex is 25 mph, e) departmental safety permits are required for most work within the plant, and f) fire and safety department permits are required if sources of ignition are created. Other rules which may be applicable will be covered during your visit.

If you have any questions please call (618) 254-7371.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "W. E. Carr".

W. E. Carr

Superintendent Environmental Conservation/Utilities

Enclosure

cc: Mr. Richard E. Bartelt, Chief
Remedial Response Branch
United States Environmental Protection Agency - Region V
230 South Dearborn St.
Chicago, IL 60604

SHELL OIL COMPANY
MEMORANDUM ON CONFIDENTIAL TREATMENT OF CERTAIN
INFORMATION OBTAINED IN CONNECTION WITH SITE
VISITS BY USEPA PERSONNEL AND/OR CONTRACTORS
(49 Fed. Reg. 2942)

1. Pursuant to the provisions of:

Section 308 of the Clean Water Act as amended;

Section 3007 of the Resource Conservation and Recovery Act
as amended; or

Section 9604 of the Comprehensive Environmental Response
Compensation and Liability Act of 1980

Shell Oil Company (hereinafter "Shell") will provide, or give access to, information requested by the Environmental Protection Agency (EPA) in its letter dated February 16, 1984. Such information and such access will be provided to EPA and to its EPA Contractor, _____, (hereinafter "Contractor") designated by EPA to assist EPA in carrying out such responsibilities pursuant to Contract No. _____ with EPA. The information requested may be either documentary (e.g., records, photographs or charts) or non-documentary (e.g., oral communications, taking of photographs or visual observations). EPA and Contractor recognize that Shell may consider the information so provided, or some part of it, to be confidential within the meaning of the above reference Section and 18 U.S.C. 1906. Shell may assert a claim of confidentiality under the procedures established in Part 2 of Title 40 of the Code of Federal Regulations (40 C.F.R. Part 2) by noting such claim on documentary material provided to Contractor or to EPA. Contractor will note such claim when submitting such information to EPA. EPA will note such claim when submitting the information to Contractor. Moreover, Shell may notify Contractor or EPA that it considers the non-documentary information provided to EPA or to Contractor to be confidential. Contractor will note said claim of confidentiality in any reports or documents submitted to EPA which utilize such non-documentary information. EPA will note said claim of confidentiality in any reports or documents submitted to Contractor which utilize such non-documentary information. Any material or information claimed as confidential will be treated by Contractor as confidential in accordance with its contract and will be treated by EPA in accordance with the provisions of 40 C.F.R. Part 2. Any material or information for which a claim of confidentiality is not made may be made available to the public by EPA without notice to Shell.

2. The provisions in Contractor's contract with EPA concerning the use and disclosure of confidential information are included therein for the benefit of, and shall be enforceable by, both EPA and Shell.

The provisions of Contract No. _____ between EPA and Contractor provide:

- a. Contractor and its employees will (i) use the information claimed to be confidential only for purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and General Administration; and (iii) return to the EPA Contracting Office all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Office, whenever the information is no longer required by the Contractor for the performance of the work or upon completion of the contract.
 - b. Contractor will obtain a written agreement to honor the provisions of paragraph 2 (a) from each of its employees who will have access to the information before the employee is allowed access.
 - c. Contractor will not use any information claimed to be confidential to compete with Shell.
 - d. Before entering into any subcontract that will involve either the disclosure to a subcontractor by Contractor of information claimed to be confidential, or the collection of information by a subcontractor, Contractor will obtain the written consent of the EPA Contracting Officer, after a written determination by the appropriate EPA program office.
3. Any contract between Contractor and a subcontractor for work involving access to information described herein will include the requirements contained in Paragraph 2 (a), (b) and (c) above; and the subcontractor will be subject to the terms set forth in Paragraph 1 and 4 in the same manner as if it were Contractor.
4. It is intended that this memorandum be consistent with and not exceed the provisions of 40 C.F.R. Part 2 and the provisions of Contract No. _____. This memorandum does not address information not obtained from Shell. Nothing in this memorandum relieves Contractor of any liability it may independently have to Shell as a matter of statutory or common law from injury to Shell arising from the Contractor's release of information in a manner which exceeds its authority under 40 C.F.R. Part 2 and its contract with EPA.

U.S. Environmental Protection Agency

By: _____

Date: _____

MEMORANDUM ON CONFIDENTIAL TREATMENT OF CERTAIN INFORMATION

3

Company

By: WR Skuland

Date: 3/21/84

Contractor

By: _____

Date: _____

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U.S. Environmental Protection Agency

By: _____

Date: _____

MEMORANDUM ON CONFIDENTIAL TREATMENT OF CERTAIN INFORMATION

3

Company

By: W.R. Skuland

Date: 3/21/84

Contractor

By: _____

Date: _____

SHELL OIL COMPANY
WOOD RIVER REFINERY

In consideration of being granted permission to enter the premises of Shell Oil Company, I hereby release said Company, its agents, employees, successors and assigns of and from all liability to me or to my heirs or legal representatives for injury to person, death or damage to property from any cause whatsoever, including negligence of said Company, or its agents or employees, sustained by me while on said premises.

SMOKING AND PHOTOGRAPHY PROHIBITED

DATE:

DRIVE CAREFULLY

[illegible]